

INDEXING INSTRUCTIONS: Located in the Northeast Quarter of Section 23, Township 1 South, Range 7 West, DeSoto County, Mississippi, and recorded in Plat Book 90 at Page 29 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

RIGHT-OF-WAY ENCROACHMENT AGREEMENT

WHEREAS, Chickasaw Heights, LLC, hereinafter referred to as "Chickasaw" is the owner of Chickasaw Heights Subdivision, as more particularly described by plat recorded in Plat Book 90, at Page 29 in the Office of the Chancery Clerk of DeSoto County, Mississippi, located in the Northeast Quarter of Section 23, Township 1 South, Range 7 West, DeSoto County, Mississippi, hereinafter referred to as "the Subdivision", and

WHEREAS, the Subdivision is bordered on the east by Pleasant Hill Road, and

WHEREAS, during the development of the Subdivision, Chickasaw's contractor constructed a fence along the east side of the Subdivision, and

WHEREAS, the contractor inadvertently constructed the fence and entryway, landscaping, sod, irrigation equipment, water meters, electric meters and lighting, collectively hereinafter referred to as "the improvements" in the road right-of-way of Pleasant Hill Road, and

WHEREAS, the City Engineer of the City of Olive Branch, hereinafter referred to as "the City", discovered that the improvements are constructed approximately 8 to 10 feet in the road right-of-way of Pleasant Hill Road, and

WHEREAS, Chickasaw is desirous of avoiding the expense of removing and reconstructing the improvements within the Subdivision, and

WHEREAS, Chickasaw has requested the City's permission to allow the improvements to remain in the City's road right-of-way, and

WHEREAS, the City Engineer is of the opinion that the improvements pose no hazard to vehicular traffic and, most likely, will not interfere with future road expansion, and

WHEREAS, the City is willing to permit the encroachment under certain conditions.

AND NOW, in consideration of the terms and recitals set forth hereinbelow, the parties hereto agree as follows, to wit:

1. Chickasaw be, and it is hereby authorized to leave the above-described improvements in the road right-of-way of Pleasant Hill Road at this time.

2. Any maintenance on or repair of the improvements shall not interfere with, or cause any hazard to traffic on Pleasant Hill Road.
3. The City shall have no responsibility for the maintenance of the improvements.
4. The City shall have the right to remove or require Chickasaw, or its successors in title to any affected lots within the Subdivision to remove the improvements at any time with or without notice and without compensation to Chickasaw or any successors in title to the Subdivision, or any lots located therein.
5. This Agreement shall be recorded in the Land Records in the Office of the Chancery Clerk of DeSoto County, Mississippi and shall run with the land.
6. The Chancery Clerk is hereby requested to make a marginal notation on the above-referenced subdivision Plat, noting the existence of this Agreement.

SO AGREED, this 20 day of October, 2005.

CHICKASAW HEIGHTS, LLC

BY: 

DIXIE CULLER, as Member

CITY OF OLIVE BRANCH

BY: 

SAMUEL P. RIKARD, MAYOR

ATTEST:

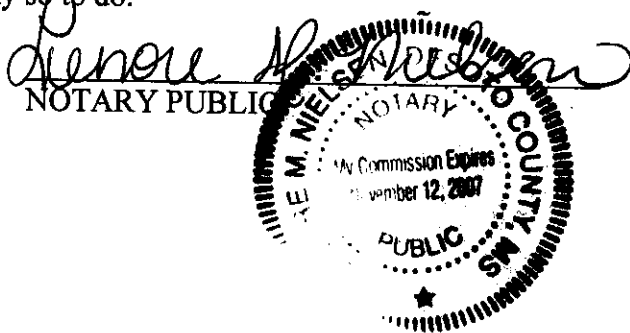

JUDY C. HERRINGTON, CITY CLERK

STATE OF Mississippi

COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the said county and state on this 20 day of October, 2005, within my jurisdiction, the within named Dixie Culler, who acknowledged that she is a member of Chickasaw Heights, LLC, a MS

Limited Liability Company, and that for and on behalf of the said limited liability company, and as its act and deed, she executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.



My Commission Expires:

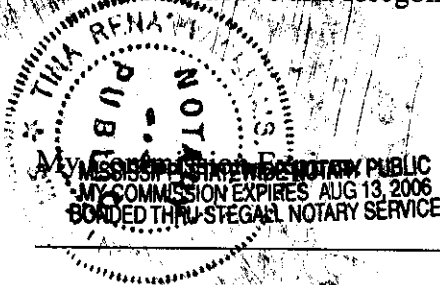
November 12, 2007

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state on this 16th day of November, 2005, within my jurisdiction, the within named Samuel P. Rikard and Judy C. Herrington, who acknowledged that they are the Mayor and City Clerk, respectively, of the City of Olive Branch, and that in said representative capacity they executed the above and foregoing instrument, after first having been duly authorized so to do.

Jira Rena Williams
NOTARY PUBLIC



Prepared by and return to:

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Grantor's Address:
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Res. Tel.: N/A
Bus. Tel.: 901-767-8000

Grantee's Address:
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